

Marked Copy

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of the _____ day of May, 1995, is entered into between America Online, Inc. ("AOL") and each of the persons or entities listed on the signature page hereto.

WHEREAS, AOL, Sub (as hereinafter defined) and WAIS (as hereinafter defined) have entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement") pursuant to which AOL and WAIS intend to merge Sub with and into WAIS (the "Merger"); and

WHEREAS, under the terms of the Reorganization Agreement, AOL intends to deliver to the Shareholders a number of shares (the "Shares") of Common Stock, \$.01 par value (the "Common Stock"), of AOL based on a conversion ratio set forth therein in consideration for the acquisition of WAIS; and

WHEREAS, the Shares will not be registered with the Commission at the time of issuance; and

WHEREAS, AOL is agreeable to granting certain registration rights to the Shareholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and contained in this Agreement, the parties agree as follows:

Section 1. Definitions.

As used in this Agreement, references to either gender shall include the other gender, and the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Terms not defined herein have the meanings ascribed to them in the Reorganization Agreement:

"AOL" means and shall include America Online, Inc., a Delaware corporation, and its successors and permitted assigns.

"Commission" means the United States Securities and Exchange Commission, or any other agency successor thereto.

"Effective Date" means the first date on which the Merger will be effective under California law.

"Exchange Act" means the Securities Exchange Act of 1934 or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Other Shares" shall mean at any time those shares of AOL Common Stock that do not constitute Primary Shares or Registrable Shares.

"Person" means an individual, corporation, partnership, association, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof.

"Primary Shares" shall mean at any time the authorized but unissued shares of AOL's Common Stock or shares of AOL's Common Stock held in Treasury.

"Registrable Shares" means the Shares, provided that any of the foregoing shares shall cease to be Registrable Shares upon (a) any sale of such shares pursuant to (1) a registration statement filed under the Securities Act or (2) Rule 144 promulgated under the Securities Act or any other exemption from the registration requirements of the Securities Act or (b) such shares becoming eligible for sale pursuant to Rule 144 promulgated under the Securities Act.

"Securities Act: means the Securities Act of 1933 or any similar Federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Shareholders" shall mean Brewster Kahle, WS Investment Co. 95A and Allen L. Morgan, the former holders of WAIS stock who received AOL shares in connection with the Merger.

"Sub" means and shall include AOL Acquisition Corp., a California corporation.

"WAIS" means and shall include Wide Area Information Servers, a California corporation, and its successors and permitted assigns.

Section 2. Demand Registration Rights.

(a) Within one year after the Effective Date, AOL will afford the Shareholders, as a group, one or more opportunities to register the Shareholders' Registrable Shares, resulting in aggregate net proceeds of at least \$1,000,000 in such one year period, under the Securities Act on Form S-3 or other registration forms under the Securities Act (each, a "Registration Statement") on such terms and conditions and under such manner of sale and plan of distribution (including an underwritten offering) as AOL may determine in its sole discretion; provided, however, that no such exercise of AOL's discretion shall limit AOL's obligation, which shall remain absolute, to register (as requested by the Shareholders) Registrable Shares resulting in aggregate net proceeds of not less than \$1,000,000 within one year after the Effective Date; and provided, further, that (i) the Shareholders will request their Registrable Shares to be included in any and all registrations available to them under Section 3 below within such one year period, (ii) the net proceeds from the sale of such Registrable Shares under Section 3 below within such one year period shall apply toward such \$1,000,000 obligation, (iii) such \$1,000,000 obligation shall be reduced to the extent AOL affords such Shareholders the opportunity to participate in any such offering and such Shareholders decline to participate and (iv) nothing in this Section 2(a) shall confer on the Shareholders the right to require registration of any of the Registrable Shares at any particular time during such one year period. Notwithstanding the foregoing, nothing in

subsections (i) and (iii) of the last clause of the preceding sentence shall apply to any Shareholder to the extent such Shareholder is otherwise prohibited from selling any Shares by any other agreement with AOL or Sub to which such Shareholder is a party. Additionally, no such other agreement shall be deemed to limit AOL's obligation, which shall remain absolute, to register (as requested by the Shareholders) Registrable Shares resulting in aggregate net proceeds of not less than \$1,000,000 within one year after the Effective Date. After filing any Registration Statement, AOL shall use reasonable efforts to cause such Registration Statement to become effective.

(b) In the event that (i) one or more Registration Statements are not declared effective by the Commission for any reason whatsoever or (ii) AOL withdraws the Registration Statement at any time prior to fifteen (15) days after its effectiveness because of a Suspension Event (as defined below), and up to \$1,000,000 of aggregate net proceeds have not been received from the sale of the Shareholders' Registrable Shares, at any time after one year after the Effective Date, if AOL is then eligible to file a registration statement under the Securities Act on Form S-3, the Shareholders may by written notice to AOL request that AOL register under the Securities Act the remaining Registrable Shares necessary to generate an aggregate of \$1,000,000 in net proceeds. If the Shareholders so request, AOL shall, as soon as practicable thereafter but in no event later than three (3) months following the date of such written notice, file a Registration Statement covering such remaining Registrable Shares and, after such filing, AOL shall use reasonable efforts to cause such Registration Statement to become effective and to maintain the effectiveness thereof for a period of fifteen (15) days, or until such earlier date as the Registrable Shares may be transferred without registration under the Securities Act; provided that (i) the effectiveness of the Registration Statement may be terminated earlier if and to the extent that all of the Registrable Shares thereby registered have been disposed of by the Shareholders and (ii) AOL's obligation under this Section 2 to file a Registration Statement as soon as practicable and to use reasonable efforts to cause such Registration Statement to become and remain effective shall be suspended in the event and during such period as certain circumstances exist (such circumstances being hereinafter referred to as a "Suspension Event") which would make it impractical or inadvisable in AOL's good faith opinion to file or maintain the effectiveness of a Registration Statement, but such suspension shall only continue until (a) such event is no longer continuing or (b) three (3) months after the commencement of such suspension, whichever is earlier. A Suspension Event shall include, but shall not be limited to, (i) an underwritten primary offering by AOL if AOL is advised in writing by the managing underwriter of such underwritten offering that, in its good faith judgment, the sale of securities under a Registration Statement would interfere with the successful marketing of the securities to be offered under such primary offering; (ii) pending negotiations relating to, or existence of any other event, fact or circumstance which would require disclosure by AOL in the Registration Statement of information regarding AOL or its business, business plans, financial condition or results of operations which has not previously been disclosed by AOL in a report filed under the Exchange Act or by public announcement; or (iii) the failure by the Shareholders to cooperate with AOL and to furnish to AOL all information in connection with the preparation of the Registration Statement as AOL may reasonably request. AOL shall be entitled to include in any Registration Statement filed pursuant to this Section 2 any other securities to be sold by AOL for its own account or for the account of any of AOL's other securityholders, except as and to the extent that,

the managing underwriter (if such method of disposition shall be an underwritten public offering) determines that, because of marketing factors, all of the Registrable Shares and all such other securities may not be included in the offering. AOL shall not be required to effect more than one registration pursuant to this Section 2(b).

Section 3. Piggyback Registration Rights.

If at any time within two years after the Effective Date AOL proposes for any reason to register Primary Shares or Other Shares under the Securities Act (other than on Form S-4 or Form S-8 promulgated under the Securities Act or any successor forms thereto), it shall promptly give written notice to the Shareholders of its intention so to register such shares and, upon the written request by the Shareholders, given within 30 days after delivery of such notice by AOL, to include in such registration certain of the Registrable Shares, AOL shall use its best efforts to cause all such Registrable Shares to be included in such registration on the same terms and conditions as the securities otherwise being sold in such registration, provided, however, that the rights granted hereunder shall be subject at all times to the contractual rights of any third parties previously granted; and provided further, however, that if the managing underwriter in the good faith exercise of its reasonable judgment advises AOL in writing that the inclusion of all Registrable Shares proposed to be included in such registration would interfere with the successful marketing (including pricing) of Primary Shares or Other Shares proposed to be registered by AOL, then the number of Primary Shares, Registrable Shares and Other Shares proposed to be included in such registration shall be included in the following order:

- (i) first, the Primary Shares;
- (ii) second, the Other Shares; and
- (iii) third, the Registrable Shares requested to be included in such registration, pro rata based upon the number of Registrable Shares proposed to be included in such registration.

Section 4. Terms and Conditions.

(a) All fees and expenses incurred by AOL in connection with the performance of its obligation to register the Registrable Shares pursuant to Section 2 above shall be shared equally by AOL and the Shareholders. If Registrable Shares are included in a registration pursuant to Section 3, all fees and expenses that are incurred by AOL in connection with such registration shall be borne by the Shareholders in the same proportion as such Shareholders' Registrable Shares included in such registration bear to the aggregate number of shares included in such registration. All underwriting discounts and selling commissions with respect to the Registrable Shares, if any, fees and expenses of the Shareholders or of their counsel, and transfer taxes applicable to the sale of such Registrable Shares, shall be borne by the Shareholders.

(b) The Shareholders agree, if requested by AOL and/or the representative of the underwriters underwriting an offering of Common Stock (or other securities of AOL) from time to time, not to sell or otherwise transfer or dispose of any Registrable Shares then held by the

Shareholders during such period of time following the Effective Date of any registration statement of AOL (other than any Registration Statement) filed under the Securities Act for the period of time with respect to which a majority of the executive officers of AOL agree not to sell shares of Common Stock (or other securities of AOL). Such agreement shall be in writing in a form satisfactory to AOL and such representative. AOL may impose stop-transfer instructions with respect to the Registrable Shares subject to the foregoing restriction until the end of such period.

(c) If, before receipt of the Shareholders' written request under Section 2, AOL has publicly announced its intention to register any of its securities in any underwritten public offering ("Pending Public Offering"), the Shareholders shall not make a request under Section 2 for up to ninety (90) days after the date of such public announcement. The Shareholders shall have the right to make a request under Section 2 if the registration statement for the Pending Public Offering fails to become effective within ninety (90) days of the date of such public announcement or if AOL is no longer proceeding diligently to effect such registration.

(d) AOL shall not be obligated to effect the registration of the Registrable Shares unless the Shareholders consent to such reasonable conditions as may be imposed by AOL in order to comply with its legal obligations, including but not limited to the following:

(i) conditions prohibiting the sale of Registrable Shares by the Shareholders until the registration is effective;

(ii) conditions requiring the Shareholders to comply with all prospectus delivery requirements of the Securities Act and with all anti-stabilization, anti-manipulation and similar provisions of Section 10 of the Exchange Act and any rule issued thereunder by the Commission, and to furnish to AOL information about sales made in such public offering;

(iii) conditions prohibiting the Shareholders upon receipt of telecopied or written notice from AOL that is required by law to correct or update the Registration Statement or prospectus from effecting sales of Registrable Shares until AOL has completed the necessary correction or updating; and

(iv) conditions requiring the Shareholders to enter into an underwriting agreement in form and substance customary in the circumstances.

(e) Following the effectiveness of a Registration Statement, the Shareholders agree to use their reasonable efforts to sell the Registrable Shares quickly and efficiently, with a view toward minimizing the period of time during which AOL is required to use its best efforts to maintain the effectiveness of such Registration Statement.

(f) AOL shall furnish to the Shareholders forthwith upon request (i) a copy of the most recent annual or quarterly report of AOL as filed with the Commission and (ii) such other publicly filed reports and documents as the Shareholders may reasonably request in availing itself of any rule or regulation of the Commission allowing the Shareholders to sell any such Registrable Securities without registration. AOL agrees to use its best efforts to facilitate and

expedite transfers of the Shares pursuant to Rule 144 under the Securities Act, which efforts shall include timely notice to its transfer agent to expedite such transfers of Shares, and to use its best efforts to timely file all reports required to be filed with the Commission within any applicable time period (such as Form 10-K, Form 10-Q and Form 8-K).

(g) Whenever under the preceding actions of this Agreement AOL is required hereunder to register Registrable Shares, it agrees that it shall also do the following:

(i) furnish to the Shareholders such copies of each preliminary and financial prospectus and such other documents as the Shareholders may reasonably request to facilitate the public offering of their Registrable Shares;

(ii) use its best efforts to register or qualify the Registrable Shares covered by said registration statement under the applicable securities or "blue sky" laws of such jurisdictions as the Shareholders may reasonably request; provided, however, that AOL shall not be obligated to qualify to do business in any jurisdictions where it is not then so qualified or to take any action which would subject it to local taxation or the service of process in suits other than those arising out of the offer or sale of the securities covered by the registration statement in any jurisdiction where it is not then so subject or to conform the composition of its assets at the time to the securities or "Blue Sky" laws of any jurisdiction;

(iii) permit the Shareholders or their counsel or other representatives to inspect and copy such corporate documents and records as may reasonably be requested by them, after reasonable advance notice and without undue interference with the operation of AOL's business;

(iv) furnish to the Shareholders a copy of all documents filed with and all correspondence from or to the Commission in connection with any such offering of securities;

(v) use its best efforts to comply with the applicable requirements of the National Association of Securities Dealers, Inc.; and

(vi) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission.

Whenever under the preceding Sections of this Agreement the Shareholders are registering Registrable Shares pursuant to any registration statement, the Shareholders agree to timely provide to AOL, at its request, such written information and materials as AOL may reasonably request in order to effect the registration of such Registrable Shares.

Section 5. Indemnification.

(a) In the event that AOL registers any of the Registrable Shares under the Securities Act, AOL will indemnify and hold harmless the Shareholders and each underwriter of the Registrable Shares (including their officers, directors, affiliates and partners) so registered (including any broker or dealer through whom such shares may be sold) and each Person, if any, who controls the Shareholders or any such underwriter within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages, expenses or liabilities, joint

or several, to which they or any of them become subject under the Securities Act, applicable state securities laws or under any other statute or at common law or otherwise, as incurred, and, except as hereinafter provided, will reimburse the Shareholders, each such underwriter and each such controlling Person, if any, for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, as incurred, insofar as such losses, claims, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement under which such Securities were registered under the Securities Act, in any preliminary or amended preliminary prospectus or in the final prospectus (or the registration statement or prospectus as from time to time amended or supplemented by AOL) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading, or any violation by AOL of any rule or regulation promulgated under the Securities Act or any state securities laws applicable to AOL and relating to action or inaction required of AOL in connection with such registration, unless (i) such untrue statement or omission was made in such registration statement, preliminary or amended preliminary prospectus or final prospectus in reliance upon and in conformity with information furnish in writing to AOL in connection therewith by the Shareholders, such underwriter or such controlling Person expressly for use therein, or unless (ii) in the case of a sale directly by the Shareholders (including a sale of such Registrable Shares through any underwriter retained by the Shareholders to engage in a distribution solely on behalf of the Shareholders, such untrue statement or alleged untrue statement or omission or alleged omission was contained in a preliminary prospectus and corrected in a final or amended prospectus copies of which were delivered to the Shareholders or such underwriter on a timely basis, and the Shareholders failed to deliver a copy of the final or amended prospectus at or prior to the confirmation of the sale of the Registrable Shares to the person asserting any such loss, claim, damage or liability in any case where such delivery is required by the Securities Act.

Promptly after receipt by the Shareholders, any underwriter or any controlling Person, of notice of the commencement of any action in respect of which indemnity may be sought against AOL, the Shareholders or such underwriter or such controlling Person, as the case may be, will notify AOL in writing of the commencement thereof; provided, however, that failure to so notify AOL shall not relieve AOL from any liability it may have hereunder, unless and only to the extent that such omission results in the forfeiture of substantive rights or defenses by the indemnifying party, and, subject to the provisions hereinafter stated, AOL shall be entitled to assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Shareholders, such underwriter or such controlling Person, as the case may be), and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against AOL.

The Shareholders, any such underwriter or any such controlling Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel subsequent to any assumption of the defense by AOL shall not be at the expense of AOL unless the employment of such counsel has been specifically authorized in writing by AOL.

At any time, the Shareholders may select separate counsel and assume their own legal defense and participate in the defense of such actions, with the expenses and fees of such separate counsel and other expenses related to such separate counsel to be borne by the Shareholders electing separate counsel. AOL shall not be liable to indemnify any Person for any settlement of any such action effected without AOL's written consent. AOL shall not, except with the approval of each party being indemnified under this Section 5, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the parties being so indemnified of a release from all liability in respect to such claim or litigation.

The indemnity provided in this Section 5 shall survive the transfer of any Registrable Shares by the Shareholders or any termination of this Agreement.

(b) In the event that AOL registers any of the Registrable Shares under the Securities Act, the Shareholders so registered will indemnify and hold harmless AOL, each of its directors, each of its officers who have signed or otherwise participated in the preparation of the registration statement, each underwriter of the Registrable Shares so registered (including any broker or dealer through whom such of the shares may be sold) and each Person, if any, who controls AOL within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, applicable state securities laws or under any other statute or at common law or otherwise, and, except as hereinafter provided, will reimburse AOL and each such director, officer, underwriter or controlling Person for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, insofar as such loss, claims, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in the registration statement, in any preliminary or amended preliminary prospectus or in the final prospectus (or in the registration statement or prospectus as from time to time amended or supplemented) or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, but only to the extent that any such statement or omission was made in reliance upon and in conformity with information furnished with writing to AOL in connection therewith by the Shareholders expressly for use therein.

Promptly after receipt of notice of the commencement of any action in respect of which indemnity may be sought against the Shareholders, AOL will notify the Shareholders in writing of the commencement thereof; provided, that failure to so notify the Shareholders shall not relieve the Shareholders from any liability they may have hereunder, and the Shareholders shall, subject to the provisions hereinafter stated, be entitled to assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to AOL) and the payment of expenses insofar as such action shall relate to the alleged liability in respect of which indemnity may be sought against the Shareholders. AOL and each such director, officer, underwriter or controlling Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel subsequent to any assumption of the defense by the Shareholders shall not be at the expense of the Shareholders unless employment of such counsel has been specifically authorized in writing

by the Shareholders. The Shareholders shall not be liable to indemnify any Person for any settlement of any such action effected without the Shareholders' written consent.

(c) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which AOL or the Shareholders exercising their rights under this Agreement make a claim for indemnification pursuant to this Section 5, but it is judicially determined (by the entry or a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding that this Section 5 provides for indemnification, in such case, then, AOL and the Shareholders will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of AOL on the one hand and of the Shareholders on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations or, if the allocation provided herein is not permitted by applicable law, in such proportion as shall be appropriate to reflect the relative benefits received by AOL and the Shareholders from the offering of the Securities covered by such registration statement. The relative fault of AOL on the one hand and of the Shareholders on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact of omission or alleged omission to state a material fact relates to information supplied by AOL on the one hand or by the Shareholders on the other, and each party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Section 6. Rights and Liabilities Among the Shareholders.

All actions, consents, notices, elections, etc. to be taken hereunder by the Shareholders shall be taken by Mr. Kahle on behalf of all of the Shareholders and AOL shall be entitled to rely on any document from Mr. Kahle purporting to represent the interests of the Shareholders. Any rights and liabilities pursuant to this Agreement shall be several and not joint among the Shareholders in accordance with their relative shareholdings.

Section 7. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of the parties reflected hereon as signatories. Facsimile copies of such counterparts are acceptable.

Section 8. Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to its conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

AMERICA ONLINE, INC.

By: _____

Brewster Kahle

Name: _____

Title: _____

Allen L. Morgan

WS Investment Co. 95A

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]
